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THE DIVISION OF PROCUREMENT SERVICES

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MATERIALS MANAGEMENT OFFICE

(803) 737-0600

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Protest Decision

Matter of: MAR CONSTRUCTION
Case No.: 2018-008
Posting Date: June 21, 2018
Contracting Entity: Greenville Technical College
Project No.: H59-N956-JM
Description: Greenville – Brashier Campus Restrooms Upgrades

DIGEST

Protest alleging irregularities at bid opening denied. A copy of the protest letter is attached. [Exhibit A]

AUTHORITY

The Chief Procurement Officer for Construction (CPOC) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210(4). This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

In this solicitation, Greenville Technical College (GTC) seeks a contract for constructing upgrades to the Brashier Campus restrooms (the Project). GTC solicited bids for the project on April 24, 2018. [Exhibit B] Pursuant to S.C. Code Ann. § 11-35-3030(1)(a) and Regulation 19-445.2145(C)(1), the advertisement for bids put bidders on notice that bid security in an amount not less than 5% of their base bid amount was required. *Id.* By the deadline for receipt of bids, GTC received three bids, one of which was submitted by RJ Dean Construction.¹ Bill Tripp, Procurement Officer for GTC, opened the bids. When opening RJ Dean's bid, Mr. Tripp noted that RJ Dean's bid was not signed, stated that it was not responsive and then placed it back in the envelope without reading the content of RJ Dean's bid. [Ex. A, Ex. C (initial bid tabulation), and Ex. D (RJ Dean's bid)] RJ Dean included a bid bond with its bid, a fact that GTC did not

¹ The letter of protest indicates that a fourth bid was received but withdrawn by the bidder before bids were opened. The CPOC does not know whether the withdrawal occurred before or after the deadline for receipt of bid. However, since the details of when this bid was withdrawn is not pertinent to this protest, the CPOC treats it as if it was withdrawn before the deadline for receipt of bids.

announce at the bid opening. [Ex. E] RJ Dean's bid bond was fully executed by RJ Dean and its surety.

Subsequent to bid opening, GTC consulted with the Office of State Engineer (OSE). OSE advised GTC that it should not have determined RJ Dean's to be non-responsive. Because RJ Dean included a fully executed bid bond with its bid, GTC should have waived RJ Dean's failure to sign its bid as a minor informality. Based on this advice, GTC considered RJ Dean's bid. RJ Dean was low bidder on the base bid plus alternate number 1, the only alternate in this solicitation. On June 4, 2018, GTC posted a Notice of Intent to Award a contract to RJ Dean for the work of the base bid and alternate. [Ex. F] MAR Construction timely protested on two grounds: 1) RJ Dean had been declared non-responsive because it had not signed its bid; and 2) GTC failed to read RJ Dean's bid price aloud at the bid opening.

DISCUSSION

The following provisions of law, regulation, the Manual for Planning and Execution of State Permanent Improvements - Part II, and the solicitation are applicable to this protest:

S.C. Code Ann. §11-35-1520. Competitive sealed bidding.

(1) Condition for Use. Contracts greater than fifty thousand dollars must be awarded by competitive sealed bidding except as otherwise provided in Section 11-35-1510.

(5) Bid Opening. Bids must be opened publicly in the presence of one or more witnesses, at the time and place designated in the invitation for bids and in the manner prescribed by regulation of the board. **The amount of each bid, and other relevant information as may be specified by regulation, together with the name of each bidder, must be tabulated.** The tabulation must be open to public inspection at that time.

(13) Minor Informalities and Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. **The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State.** Such communication or determination shall be in

writing. Examples of minor informalities or irregularities include, but are not limited to:

(c) failure of a bidder to sign its bid, but only if the firm submitting the bid has formally adopted or authorized the execution of documents by typewritten, printed, or rubber stamped signature and submits evidence of that authorization, and the bid carries that signature **or the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned document, such as the submission of a bid guarantee** with the bid or a letter signed by the bidder with the bid referring to and identifying the bid itself;

[emphasis supplied]

S.C. Code Ann. §11-35-3020. Additional bidding procedures for construction procurement.

Exceptions in Competitive Sealed Bidding Procedures. The process of competitive sealed bidding as required by Section 11-35-3015(2)(b) must be performed in accordance with the procedures outlined in Article 5 of this code subject to the following exceptions:

(c) Instead of Section 11-35-1520(10), the following provisions apply:

(i) Unless there is a compelling reason to reject bids as prescribed by regulation of the board, **notice of an intended award of a contract to the lowest responsive and responsible bidder whose bid meets the requirements set forth in the invitation for bids must be given by posting the notice at a location that is specified in the invitation for bids.** The invitation for bids and the posted notice must contain a statement of the bidder's right to protest pursuant to Section 11-35-4210(1) and the date and location of posting must be announced at bid opening. In addition to posting notice, the governmental body promptly shall send all responsive bidders a copy of the notice of intended award and of the bid tabulation. The mailed notice must indicate the posting date and must contain a statement of the bidder's right to protest pursuant to Section 11-35-4210(1).

[emphasis supplied]

Regulation 19-445.2050 Bid Opening.

A. Procedures.

The procurement officer of the governmental body or his designee shall decide when the time set for bid opening has arrived, and shall so declare to those

present. In the presence of one or more state witnesses, **he shall then personally and publicly open all bids received prior to that time, and read aloud so much thereof as is practicable, including prices, to those persons present and have the bids recorded.** The amount of each bid and such other relevant information, together with the name of each bidder, shall be tabulated and certified in writing as true and accurate by both the person opening the bids and the witness. The tabulation shall be open to public inspection.

[emphasis supplied]

Regulation 19-445.2065 Rejection of Bids.

A. Unless there is a compelling reason to reject one or more bids, award will be made to the lowest responsible and responsive bidder.

These Statutes and Regulations make several things clear:

1. GTC was required to open all bids publicly and record each bidder's bid price in a bid tabulation;
2. GTC was to read those bids aloud, including price, at the public opening;
3. GTC was required to award a contract to the lowest responsive and responsible bidder; and
4. Failure to sign a bid can be a minor informality and where it is, the failure must be waived when it is advantageous to the State.

Was RJ Dean's Failure to Submit a Signed Bid a Minor Informality?

RJ Dean submitted its bid on the form included in the solicitation for doing so but omitted the last three pages of the bid form which include non-substantive instructions, terms and conditions that RJ Dean agreed to on page BF 1 of the bid form, and the signature page. However, RJ Dean included a fully executed bid bond in the proper form with its bid. This bid guarantee was sufficient to indicate RJ Dean's intent to be bound by its bid. Therefore, RJ Dean's failure to submit a signed bid is a minor informality which must be waived.

Did GTC's Failure to Read RJ Dean's Bid Price Aloud Preclude an Award to RJ Dean?

A failure to read a bidders bid aloud at bid opening, by itself, does not preclude an award to that bidder. As a practical matter, if the rule were otherwise, a State Agency could direct an award to their preferred contractor simply by failing to read aloud the bid price of selected bidders. An analogous situation is when a bid has been timely received but is misplaced at the time of bid opening. The law is clear that in such case the misplaced bid must be opened and considered

even though the bid was not opened and read aloud at the public bid opening. S.C. Code Ann. Reg. 19-445.2070(G); *Appeal by M.L. Clapp Construction Company*, Panel Case No. 1987-9.

Once GTC determined RJ Dean's bid to be responsive, GTC was required to consider RJ Dean's bid and to include its bid price in its official bid tabulation. GTC took both of these steps and properly posted a Notice of Intent to Award a contract to RJ Dean. [Ex. F]

DECISION

For the forgoing reasons, protest denied.



John St. C. White
Chief Procurement Officer
For Construction



Date

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW
Protest Appeal Notice (Revised July 2017)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 111.1 of the 2016 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Suggested Study Guide for New Procurement Staff

1a	Sample Solicitations - Finding(2010/04/12)
1b	Fundamental Principles of Procurement (2010/06/07)
1c	E-Mail & Government Procurement (2009/11/09)
3a	Responsiveness - Basics - When must bids be rejected? (2008/11/20) (SCAGPO)
3b	Responsiveness - Bid Samples & Product Literature (2009/06/15)
4a	Responsibility - Addressing in Solicitation (2009/08/03)
4b	Responsibility - Minimum Experience Requirements & Special Standards of Responsibility (2009/08/10)
5a, but see Note 1.	Pre-Award Communications I (2009/06/22)
5b	Pre-Award Communications II (2009/07/06)
5c	Pre-Award Communications III (2009/07/20)
5d	RFPs - Negotiations with Offerors (2009/03/16)
5e	Pre-Award Communications Redux (2010/02/22)
6	Prequalifications (2009/03/30)
7	Public Notice - Adequacy (2009/04/06)
8	Cost & Pricing Data (2009/06/29)
8	Protests and the Procurement Officer (2009/01/12)
9	Contract Amendments (2009/05/18)
10	Unbalanced Bidding
11	Illegal Immigration Reform Act & Public Contracts (2009/01/26)
As Needed	Bonds: Bid-Payment-Performance (2009/11/19)
As Needed	Construction Acquisitions: lease-purchases, tenant referral / housing management agreements, etc. (2012/01/27)
As Needed	Contract Amendments & Terminations in Hard Budget Times (2009/02/02)
As Needed	Contract Transfers I (2010/03/22)
As Needed	Contract Transfers II (2010/06/07)
As Needed	Contracts - Signing Vendor's Form Contract After Award (2009/08/17)
As Needed	Emergency Procurements (2009/05/04)
As Needed	Exemption Basics (2010/06/28)
As Needed	Gifts to Government & Procurement
As Needed	Insurance - Commercial General Liability Insurance (2009/01/05)
As Needed	Insurance Issues (2009/02/23)
As Needed	Ratification (2009/03/23)
ITMO – yes – as soon as time allows	Limitations of Liability Clause - Anatomy
N/A	Shortcut
No	RFPs - Discussions with Offerors (2007/10/18) (Facilities Directors' Conference)

No	RFPs - Discussions with Offerors (2008/05/22) (Procurement Directors Conference)
OJT by PSD Mngmt	Preferences - A Roundtable Discussion (2009/10/26)
OJT by PSD Mngmt	Preferences - Clauses & Calculator - Practical Issues (2009/09/21)
OJT by PSD Mngmt	Preferences - Overview - SCAGPO 2009 (2009/11/18)
Prefer Live Course - For Refresh / Repeat	FOIA Document Rules (2009/09/22)
Prefer Live Course - For Refresh / Repeat	FOIA Meeting Rules (2009/09/22)
Prefer Live Course - For Refresh / Repeat	Legal Aspects of Procurement (2010/02/23)
SPO – yes – as soon as time allows	Real Property - Leases & Licenses (2009/06/08)
SPO Only -	Construction v. Goods & Services (2010/07/12)

Note 1.

For those specializing in Bids Only, substitute following for sessions 5a-d: Proc. Policy Statement, 2008-2, Part (A), excluding Item (8).

Materials:

- See McCook's Notebook

Website Study:

- New Vendor Info: <https://procurement.sc.gov/doing-business/newvendor>
- Public Notice Overview: <https://procurement.sc.gov/vendor/contract-opps/contract-help>
- Contracting Opportunities (look at samples): <https://procurement.sc.gov/vendor/contract-opps>
- Public Notices: <https://procurement.sc.gov/general/meeting-notices>
- Agency Certification: <https://procurement.sc.gov/doing-business/agency-cert>
- Suspension & Debarment: <https://procurement.sc.gov/legal/legal-suspend-debar>
- Procurement Policy: <https://procurement.sc.gov/policy>
- Iran Divestment: <https://procurement.sc.gov/iran-divestment>
- Illegal Immigration: <https://procurement.sc.gov/immigration>
- Compendium: <https://procurement.sc.gov/legal/proc-docs>
- Forms: <https://procurement.sc.gov/legal/proc-docs>
- Forms: <https://procurement.sc.gov/agency/resources-and-forms/procurement-forms>
- Preferences: <https://procurement.sc.gov/preferences>
- Solutions Based Procurement: <https://procurement.sc.gov/agency/resources-and-forms/solutions-procurement>



June 5, 2018

Chief Procurement Officer for Construction
Office of State Engineer
1201 Main Street, Suite 600
Columbia, SC 29201

Via Email: Protest-ose@mno.sc.gov

Chief Procurement Officer,

MAR Construction Company is sending this letter as notice of our official protest of the bid for the Greenville - Brashier Campus Restrooms Upgrades project# H59-956-JM. The bid date for the project was May 16, 2018, and the notice of intent was dated June 4, 2018. We are lodging this protest due to irregularities of the low bidder in concert with the events that happened at the bid opening.

Upon arrival to the bid opening RJ Dean, Jon Scott, MAR, and Springhill Construction were all asked by Mr. Bill Tripp if we received addendum 1 & 2. Jon Scott stated he had not received the addendums. After Mr. Tripp showed him the addendums Mr. Scott retracted his bid. Everyone else stated they had acknowledged addendums one and two. Mr. Tripp then proceeded to open and read aloud the bids. First he opened and read aloud the bid from MAR Construction. Next he opened RJ Dean's bid. Upon opening RJ Dean's bid Mr. Tripp stated that the bid was deemed unresponsive due to the bid form not being signed. At this point Mr. Tripp placed the bid back in the envelope and did not read out loud RJ Dean's bid amount. The bid for Springhill Construction was read last.

With the bid from RJ Dean being deemed unresponsive at the bid, and the bid amount not being read we do not believe that the Office of the State Engineer should consider RJ Dean's bid for award of this project. Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'RL', is written over a light blue horizontal line.

Robert Laws
President

P.O. Box 9 * 2401 Wilson Road Newberry, SC 29108
Phone: 803.597.5353 Fax: 803.597.5355

SE-370

NOTICE OF INTENT TO AWARDAGENCY: Greenville Technical CollegePROJECT NAME: Greenville - Brashier Campus Restrooms UpgradesPROJECT NUMBER: H59-956-JMPOSTING DATE: 6/4/2018**TO ALL BIDDERS:**

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

NAME OF BIDDER: RJ Dean Construction, LLCDATE BIDS WERE OPENED: May 16, 2018**BID INFORMATION:**BASE BID AMOUNT: \$ 201,165ALTERNATES: #1 ACCEPTED ☒ \$ -(800)#2 ACCEPTED ☐ \$ _____#3 ACCEPTED ☐ \$ _____TOTAL AWARD (BASE BID AND ACCEPTED ALTERNATE(S)): \$ 200,365**REMARKS** (explain any negotiations that resulted in a change in any Bid amounts): _____

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work prior to (1) delivering to the Agency both certificates of insurance and Performance and Payment Bonds meeting the requirements of the solicitation; and (2) receipt of the Agency's written Notice to Proceed. The State assumes no liability for any expenses incurred by the Contractor prior to issuance of a Notice to Proceed, other than the Contractor's non-reimbursable costs incurred in providing such bonds.

RIGHT TO PROTEST (SC Code § 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may protest within ten (10) days of the date the Notice of Intent to Award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@mno.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.



(Agency Procurement Officer Signature)

Bill Tripp

(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form at the location specified by the Instructions to Bidders and announced at the Bid Opening.
2. Send a copy of this form and the final Bid Tabulation to all responsive Bidders and OSE.

South Carolina Business Opportunities

SCBO Online Edition

Category:	Construction	▼	Month:	April	▼	Day:	24	▼	Year:	2018	▼	Filter Display	Back
Project Name:	Residential Rehabilitation												
Agency/Owner:	Pastors, Inc.												
Project Number:	n/a		Project Location:		212 Romney Street								
Description of Project/Services:													
Sealed Bids will be received by PASTORS, Inc., for the rehabilitation of a single family home located at 212 Romney Street. This project is funded by HOME Investment Partnership Act through the City of Charleston. PASTORS reserves the right to waive technicalities, reject bids as in the best interest of the Owner. Access to the site & Written Questions can be submitted to pastorsinc@gmail.com													
Project Delivery Method:	Sealed Bid										Construction Cost Range:	n/a	
Project Details:	n/a												
PRINT ADVERTISEMENT													

Project Name:	Greenville - Brashier Campus Restrooms Upgrades												
Agency/Owner:	Greenville Technical College												
Project Number:	H59-N956-JM		Project Location:		1830 West Georgia Rd. Simpsonville, SC 29680								
Description of Project/Services:													
This is a renovation of the existing Brashier Campus restrooms. We are repairing the carriers for the toilets, updating sinks and all finishes. GTC encourages any qualified veteran, small, and/or minority owned businesses to submit a bid.													
Project Delivery Method:	Design-Bid-Build										Construction Cost Range:	\$ 200,000 to \$ 250,000	
Project Details:	https://scbo.sc.gov/files/scbo/SE-310%20H59-N956-JM%20pg1-signedGreenville%20-%20Brashier%20Campus%20Restrooms%20Upgrades.pdf												
PRINT ADVERTISEMENT													

SE-310

INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: Greenville Technical CollegePROJECT NAME: Greenville - Brashier Campus Restrooms UpgradesPROJECT NUMBER: H59-N956-JMPROJECT LOCATION: 1830 West Georgia Rd. Simpsonville, SC 29680

DESCRIPTION OF PROJECT/SERVICES: This is a renovation of the existing Brashier Campus restrooms. We are repairing the carriers for the toilets, updating sinks and all finishes. GTC encourages any qualified veteran, small, and/or minority owned businesses to submit a bid

BID/SUBMITTAL DUE DATE: 5/16/2018 CONSTRUCTION COST RANGE: \$ 200,000 to \$ 250,000 N/A ☐

PROJECT DELIVERY METHOD: Design-Bid-Build

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.

PERFORMANCE BOND REQUIRED? Yes ☒ No ☐ PAYMENT BOND REQUIRED? Yes ☒ No ☐

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: bill.tripp@gvltec.edu

PLAN DEPOSIT AMOUNT: \$ 0 IS DEPOSIT REFUNDABLE Yes ☐ No ☐ N/A ☒

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

All questions & correspondence concerning this Invitation shall be addressed to the A/E.

A/E NAME: Goodwyn Mills CawoodA/E CONTACT: Soraya SaffouriA/E ADDRESS: Street/PO Box: 101 East Washington St. Suite 200City: GreenvilleState: SCZIP: 29601-EMAIL: soraya.saffouri@gmcnetwork.comTELEPHONE: (864) 527-0460AGENCY PROJECT COORDINATOR: Bill TrippADDRESS: Street/PO Box: PO Box 5616City: GreenvilleState: SCZIP: 29606-5616EMAIL: bill.tripp@gvltec.eduTELEPHONE: (864) 250-8112PRE-BID CONFERENCE: Yes ☒ No ☐MANDATORY ATTENDANCE: Yes ☐ No ☒

PRE-BID DATE: 5/2/2018 TIME: 9:30 AM PLACE: Brashier Campus 1850 W Georgia Rd. Simpsonville, SC 29680

BID DUE DATE: See Above TIME: 2:30 PM PLACE: Facilities Bldg. #107, Room 110 23 Winterberry Ct G'ville, SC 29607

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Bill Tripp - MS 1081738 S. Pleasantburg Dr.Greenville, SC 29607

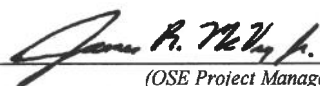
MAIL SERVICE:

Attn: Bill Tripp - MS 1081PO Box 5616Greenville, SC 29606

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)

Yes ☐No ☒

APPROVED BY:


(OSE Project Manager)

DATE: 04/24/18

Exhibit C



Bid Tabulation

Solicitation Number: H59-N956-JM

Description: Greenville – Brashier Campus Restrooms Upgrades

Opening Date & Time: May 16, 2018 @ 2:30 PM

Bidder	Addenda #1 & #2	Bid Bond POA	Alternate #1	Bid Offer
RJ Dean Construction	-	Yes	-	Non-responsive
M.A.R. Construction Co	Yes	Yes	Add - \$7,775	\$199,700
Springhill Construction	Yes	Yes	Add - \$400	\$228,770


Procurement Officer

5-16-18
Date


Witness

5-16-2018
Date

Greenville Technical College
PO Box 5616
Greenville, SC 29606

SE-330**LUMP SUM BID FORM***Bidders shall submit bids on only Bid Form SE-330.*

BID SUBMITTED BY: R J DEAN CONSTRUCTION LLC
 (Bidder's Name)

BID SUBMITTED TO: Greenville Technical College
 (Owner's Name)

FOR: PROJECT NAME: Greenville – Brashier Campus Restrooms Upgrades

PROJECT NUMBER: H59-N956-JM

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☒ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
 (Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

ADDENDA: ☒ #1 ☒ #2 ☐ #3 ☐ #4 ☐ #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): This is a renovation of the existing Brashier Campus restrooms. We are repairing the carriers for the toilets, updating sinks and all finishes.

\$ 201,165.⁰⁰, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

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LUMP SUM BID FORM

§ 6.2 **BID ALTERNATES** as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): The alternate is switching the manual faucet of the sinks to an automatic faucet that shall be hard wired.

☐ ADD TO or ☒ DEDUCT FROM BASE BID: \$ \$800.00

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

BIDDER offers for the Agency's consideration and use, the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the CONTRACT SUM for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.	_____	_____	\$ _____	\$ _____
2.	_____	_____	\$ _____	\$ _____
3.	_____	_____	\$ _____	\$ _____
4.	_____	_____	\$ _____	\$ _____
5.	_____	_____	\$ _____	\$ _____
6.	_____	_____	\$ _____	\$ _____

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LUMP SUM BID FORM

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED (See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Specialty Classification work listed:

(A) SUBCONTRACTOR SPECIALTY (Completed by Owner)	(B) CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION (Completed by Owner)	(C) SUBCONTRACTOR'S or PRIME CONTRACTOR'S NAME (Required - must be completed by Bidder)	(D) SUBCONTRACTOR'S or PRIME CONTRACTOR'S SC LICENSE NUMBER (Requested, but not Required)
BASE BID			
Mechanical	PB	\$ 8,300. ⁰⁰	W.N. KIRKLAND, INC
Electrical	EL	\$ 15,500. ⁰⁰	Wilkins Electric
ALTERNATE #1			
ALTERNATE #2			
ALTERNATE #3			

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

AIA® Document A310™ – 2010

Bid Bond 6451109-BB

CONTRACTOR:

(Name, legal status and address)
R J Dean Construction, LLC
917 Mount Moriah Road
Greenwood, SC 29646-8044

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)
Greenville Technical College
PO Box 5616
Greenville, SC 29606-5616

BOND AMOUNT:

5% of Maximum Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
H59-N956-JM: Greenville - Brashier Campus Restrooms Upgrades at 1850 W. Georgia Rd. Simpsonville, SC 29680

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

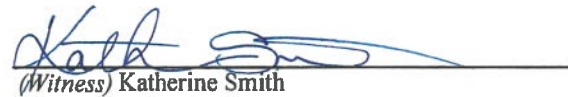
Signed and sealed this 16th day of May, 2018


(Witness)

R J Dean Construction, LLC
(Principal) (Seal)


(Title)

The Ohio Casualty Insurance Company
(Surety) (Seal)


(Witness) Katherine Smith


(Title) Attorney-in-Fact Kim Santiago



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8451109

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alice W. Thomas; Edin Zukanovic; John M. Hughes; Joshua A. Etemadi; Kim Santiago; Rachel McLaughlin

all of the city of Herndon, state of VA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 26, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of MAY, 2018.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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NOTICE OF INTENT TO AWARD

AGENCY: Greenville Technical CollegePROJECT NAME: Greenville - Brashier Campus Restrooms UpgradesPROJECT NUMBER: H59-956-JMPOSTING DATE: 6/4/2018**TO ALL BIDDERS:**

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

NAME OF BIDDER: RJ Dean Construction, LLCDATE BIDS WERE OPENED: May 16, 2018**BID INFORMATION:**

BASE BID AMOUNT:

\$ 201,165

ALTERNATES:	#1	ACCEPTED <input checked="" type="checkbox"/>	\$ <u>- (800)</u>
	#2	ACCEPTED <input type="checkbox"/>	\$ <u></u>
	#3	ACCEPTED <input type="checkbox"/>	\$ <u></u>

TOTAL AWARD (BASE BID AND ACCEPTED ALTERNATE(S)): \$ 200,365**REMARKS** (explain any negotiations that resulted in a change in any Bid amounts):

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work prior to (1) delivering to the Agency both certificates of insurance and Performance and Payment Bonds meeting the requirements of the solicitation; and (2) receipt of the Agency's written Notice to Proceed. The State assumes no liability for any expenses incurred by the Contractor prior to issuance of a Notice to Proceed, other than the Contractor's non-reimbursable costs incurred in providing such bonds.

RIGHT TO PROTEST (SC Code § 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may protest within ten (10) days of the date the Notice of Intent to Award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@mmo.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.



(Agency Procurement Officer Signature)

Bill Tripp

(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form at the location specified by the Instructions to Bidders and announced at the Bid Opening.
2. Send a copy of this form and the final Bid Tabulation to all responsive Bidders and OSE.



AMENDED - Bid Tabulation

May 23, 2018

Solicitation Number: H59-N956-JM

Description: Greenville – Brashier Campus Restrooms Upgrades

Opening Date & Time: May 16, 2018 @ 2:30 PM

Bidder	Addenda #1& #2	Bid Bond POA	Alternate #1	Bid Offer	
RJ Dean Construction	Yes	Yes	Deduct - \$800	\$201,165	***
M.A.R. Construction Co	Yes	Yes	Add - \$7,775	\$199,700	
Springhill Construction	Yes	Yes	Add - \$400	\$228,770	

*** In the bid tabulation on May 16, 2018, RJ Dean Construction, LLC's bid was declared non-responsive. In consultation with OSE and in accordance with the South Carolina Code of Laws 1976, Title 11, Chapter 35, of the Consolidated Procurement Code & Regulations Annotated, §11-35-1520(13)(c) Minor Informalities and Irregularities in Bids, RJ Dean Construction, LLC's bid is declared responsive.


Procurement Officer

5-23-18
Date

Greenville Technical College
Office of Procurement Services
PO Box 5616
Greenville, SC 29606